

ARCO Aluminum

A unit of ARCO Metals Company
Division of Atlantic Richfield Company

Acknowledgment

PURCHASE ORDER

PRIMARY PRODUCTS

P.O. Box 10
Columbia Falls, Montana 59912 (406) 892-3261

Acknowledgment copy of this order must be returned immediately, advising that delivery will be made as specified.

No. 30- 04980 B

Date
April 19, 1984

This order number must appear on invoice and on each package

Important all invoices must be rendered in duplicate to Accounts Payable Dept.

Page 1 of 5

To
Warwick Furnace Company
420 Northgate Parkway
Wheeling, IL 60090

Ship To
(Same as above except as shown below)

Suspense Date

Reg. Number 31 49774	Acct. Number 90015-213	Cap. Auth
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Ship Via N/A	F.O.B. Dest.	Arrival Date 7-23-84	Terms (02) Net 30
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Item	Quantity	U/M	Description	Price	U/M
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☐ Yes To

BLANKET ORDER

This purchase order constitutes a contract between Warwick Furnace Co., Division of Sunbeam Equipment Corporation, herein-after known as Contractor and Arco Aluminum, A unit of Arco Metals Company, Division of Atlantic Richfield, for the purpose of completing the work involved in the project known as

Construction of No. 6 Cast Furnace 4/19/84

consisting of the complete construction and installation of a 107,000 lb aluminum holding furnace used in casting operations at Owner's Columbia Falls, Montana reduction plant.

Contractor shall accomplish the work by furnishing all supervision, labor, materials (except those furnished by Arco), small tools, equipment, and related items necessary to effect the complete structural, mechanical, electrical, and refractory construction and installation of the furnace at Owner's plant site.

In performance of the work, Contractor shall reference and follow Owner's document entitled "Construction of No. 6 Cast Furnace" including accompanying drawings listed therein and any additional drawings Owner may provide which all together set forth the scope of the project and shall hereinafter be known as Specifications.

Contractor shall adhere to the following sections set forth in the Specifications except as amended herein.

Contract Terms and Conditions

Amendments:

ACKNOWLEDGMENT

☐ Invoice must show labor and material separately.

This purchase is made pursuant to direct pay authorization. Do not bill Montana sales or use tax.

- CONTINUED -

Total Order Dollar Value
\$242,400.00

Item No.	Shipping Promise If Different From Specified Date	Item No.	Shipping Promise If Different From Specified Date

This seller by signing this copy below, hereby accepts this order and agrees not only to the printed and written terms, conditions and prices appearing on the face and back of said order, but also to any supplemental terms and conditions hereto.

Seller
Authorized Signature

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☐ Yes To BLANKET ORDER - Continued

Article 7

Add the following two paragraphs after the existing paragraph in Section A:

However, contractor's liability for any materials or components such as recuperators, combustion components, motors, controls and/or any other equipment furnished by contractor but manufactured by others shall be limited to any assignable warranty extended by the manufacturer.

In any event, contractor will not be liable for incidental, consequential, special, direct, indirect or contingent damages or lost profits.

Article 10

Replace Article 10 in it's entirety with:

Builder's risk — Owner shall assume the risk of physical loss or damage to machinery, apparatus, materials, temporary forms, temporary structures, including contents thereof, and supplies to be incorporated in the work being performed. Owner's assumption of risk will apply while goods are in transit over land, sea, or by air; while temporarily in warehouses, at fabrication yards or at the final job site; and during fabrication and installation. Owner agrees to indemnify and save harmless contractor and its sub-tier contractors for loss or damage as above described.

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ACKNOWLEDGMENT

Owner shall assume the risk of physical loss or damage for contractor owned, subcontracted or rented tools, materials or equipment while in transit or at job site.

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- Continued

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Date

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ARCO Aluminum 

and/or ARCO Metals Company
Division of Atlantic Richfield Company

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Page **3** Of **5**

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Reg. Number	Acct. Number 90015 213	Cap. Auth
Ship Via N/A	F.O.B. Dest.	Arrival Date 7-23-84
		Terms (02) Net 30

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			<p><input type="checkbox"/> Yes To BLANKET ORDER - Continued</p> <p>Article 15</p> <p>Replace Article 15 in it's entirety with</p> <p>Liability - The contractor shall save and hold owner harmless from and against all liability, claims and demands on account of personal injuries (including death), or property loss or damage to others (including the contractor and employees and invitees of owner and of the contractor) arising out of or in any manner connected with the performance of the contract, and caused by the negligence or willful act or omission to act of the contractor, a subcontractor or material man hereunder, or the employees or invitees of any of them, and the contractor shall at his own expense defend any and all action based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. However, liability, claims and demands on account resulting from the sole negligence of Owner or Owner's employees, agents or invitees are specifically excluded from this indemnity.</p> <p>Attachment to the Contract Terms and Conditions - (no amendments needed)</p> <p>Exhibit A</p> <p>This purchase is made pursuant to direct pay authorization. Do not bill Montana sales or use tax.</p> <p>Amendments:</p> <p>Under Insurance Requirements, replace the second to the last paragraph concerning subrogation with the following:</p>		

<input type="checkbox"/> Invoice must show labor and material separately.	Continued -	Total Order Dollar Value
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Acknowledgment Copy Notice to Seller
This seller by signing this copy below, hereby accepts this order and agrees not only to the printed and written terms, conditions and prices appearing on the face and back of said order, but also to any supplemental terms and conditions hereto attached.

Date _____

Seller _____

Authorized Signature _____

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N/A	Dest.	7-23-84
		Terms
		(02) Net 30

Item	Quantity	U/M	Description	Price	U/M
			<p><input type="checkbox"/> Yes To</p> <p>BLANKET ORDER - Continued</p> <p>All policies of the Owner and Contractor shall be endorsed to provide that underwriters and insurance companies of the Owner and Contractor shall not have any right to subrogation against Owner or the Contractor, their subsidiaries co-owners and joint venturers, if any and their agents, employees, officers, invitees, servants, contractors, subcontractors, underwriters and insurance companies.</p> <p>Under <u>Insurance Requirements</u>, the first sentence of the last paragraph shall read:</p> <p>Seller shall furnish a <u>Certificate of Insurance</u> evidencing the insurance required hereunder.</p> <p>Under <u>Insurance Requirements</u>, the third sentence of the last paragraph shall read:</p> <p>In order to avoid delays in commencing the work, Certificates shall be addressed to the person or department requesting same, and are to be received by Arco prior to commencement of work.</p> <p>The above referenced sections in the <u>Specifications</u> hereby supersede the terms and conditions on the reverse of this purchase order.</p> <p>Contractor shall commence work upon notice to proceed by Owner and complete the work within twelve (12) calendar weeks using a five (5) day per week, sixteen (16) hour per day work schedule unless delayed by availability of Owner supplied material upon which Owner shall extend completion time by an amount mutually agreed upon with Contractor.</p>		

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- Continued

Total Order Dollar Value

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Date

Seller

Authorized Signature

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ARCF00000614



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N/A	Dest.	7-23-84
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			<input type="checkbox"/> Yes To BLANKET ORDER - Continued Contractor shall provide Owner with a weekly report updating the work schedule and recapping the previous week's progress. Contractor shall notify Owner when furnace shell will be ready for fit up at remote fabrication site so that Owner may arrange for his inspection and approval prior to shipment to Owner's plant site. Owner shall compensate Contractor for the work using monthly progress payments as described under <u>Article 14 of Contract Terms and Conditions in the Specifications</u> totaling the lump sum amount of TWO HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$242,400.00) PROGRESS PAYMENT - Construction of No. 6 Cast Furnace This purchase is made pursuant to direct pay authorization. Do not bill Montana sales or use tax. ACKNOWLEDGMENT	.01	LT
1.	4	LT			

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Date 5-4-84

WARWICK FURNACE CO.

[Signature] Seller

Authorized Signature

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